

## **AGREEMENT FOR TELEMEDICINE SERVICES**

Read this Agreement for Telemedicine Services (“Agreement”) carefully before deciding to receive telemedicine services or in-person care from Alpha & Omega Healing Arts, LLC (“Alpha & Omega”).

### **Financial Terms and Conditions**

Alpha & Omega provides telemedicine services that enable patients in Ohio to access and consult with a licensed medical professional via Alpha & Omega’s system, methods, and protocols, and, in certain instances, in-person care. I represent and warrant that I am, and will be, physically located in the State of Ohio at any time I receive telemedicine services provided by Alpha & Omega. I acknowledge and understand that Alpha & Omega and its staff are not my primary care physician or a subspecialist.

I agree to be wholly responsible for and pay the costs of telemedicine services and (if provided) in-person services provided by Alpha & Omega. The services and prices are set forth at:

<https://ahannamdaopriamarycare.com/>

### **Payment is due and payable in full at the time services are rendered.**

I understand and agree to be wholly responsible for the payment of any and all fees, expenses, and costs due and that may become due for services rendered pursuant to this Agreement, regardless of the existence of coverage for such services under any public or private health insurance program.

I agree not to submit a claim, bill to, or seek reimbursement from any public health program (i.e. Medicare, Medicaid, Tricare, Veterans Affairs and Federal Benefits) or any private health insurance plan or worker’s compensation plan for any service received pursuant to this Agreement. I also understand that Alpha and Omega will not submit a claim, bill, or request for payment to any public health program (i.e. Medicare, Medicaid, Tricare, Veterans Affairs and Federal Benefits) or any private health insurance plan or worker’s compensation plan for any service received pursuant to this Agreement.

I understand that I may be unable to appeal a determination made by a public health program, private health insurance plan, or worker’s compensation plan regarding a service rendered pursuant to this Agreement.

Because I am required to pay for telemedicine services and (if rendered) in-person services provided by Alpha & Omega myself, I understand that I must provide a credit or debit card to Alpha & Omega prior to the provision of any telemedicine services. I hereby authorize Alpha & Omega to charge my credit or debit card for any services that are provided, unless other arrangements have been made.

I understand and agree that the fees charged by Alpha & Omega do not include the costs of any medications, treatments, procedures, services, or products provided by other entities or individuals that may be prescribed or recommended by Alpha & Omega in connection with my treatment. I may receive one or more separate bills for such medications, and/or other treatments, procedures, services, or products and I agree that I am wholly responsible for payment of such bills. I further understand and agree that such other entities and individuals will have their own billing and collection practices. I agree to hold Alpha & Omega harmless in connection with the costs of any medications, or other treatments, procedures, services, or products provided by other entities or individuals.

### **Technology Terms and Conditions**

I understand and agree that I am responsible to have access to a working internet connection and telephone or computer with video and/or audio to facilitate provision of telemedicine services.

### Initial Inquiry Regarding Services

I understand that my initial inquiry or communication to Alpha & Omega Healing Arts, LLC regarding the telemedicine services it offers might be initiated or made by me via an unsecure method of communication, such as email or standard SMS messaging (texts). I understand that email and standard SMS messaging (texts) are not confidential methods of communication. I further understand that there is a risk that an email or standard SMS messaging (text) regarding my inquiry might be intercepted and read by a third party.

I further understand that Alpha & Omega Healing Arts, LLC provides telemedicine services via secure methods of communication which do not include email or standard SMS messaging (text). I agree not to use an unsecure method of communication, such as email or standard SMS messaging (texts), to communicate with Alpha & Omega Healing Arts, LLC concerning any aspect of my telemedicine treatment. If I do so, I understand that I will be instructed to communicate with Alpha & Omega Healing Arts, LLC via a secure method of communication.

In case of an emergency, I will immediately dial 911 or go immediately to the nearest emergency room.

### Carrier Lines

In connection with access to and provision of telemedicine services by Alpha & Omega, I acknowledge that such services will be provided over various facilities and communications lines, and that information may be transmitted over local exchange and internet backbone carrier lines and through routers, switches, and other devices (“Carrier Lines”) owned, maintained, and serviced by third-party carriers, utilities, and internet service providers, all of which are beyond Alpha & Omega’s control. Alpha & Omega and its staff members assume no liability for or relating to the integrity, privacy, security, confidentiality, or use of any information while it is transmitted on the Carrier Lines, or for any delay, failure, interruption, interception, loss, transmission, or corruption of any data or other information attributable to transmission on the Carrier Lines. Use of the Carrier Lines is solely at my own risk and is subject to all applicable local, state, federal, and international laws.

### Spruce App

Alpha & Omega utilizes the Spruce application (“Spruce App”) for communication with you (See: <https://www.sprucehealth.com/>). When you create your Spruce App account, you must agree to the Terms of Service and Privacy Policy that are posted in the Spruce App. You are solely responsible for the security of your username and password. Do not share your username or password with anyone or allow any other person to access your Spruce App.

Alpha & Omega and its staff members assume no liability for or relating to the integrity, privacy, security, confidentiality, or use of any information while it is transmitted on the Spruce App, or for any delay, failure, interruption, interception, loss, transmission, or corruption of any data or other information attributable to transmission on the Spruce App. Use of the Spruce App is solely at my own risk and is subject to all applicable local, state, federal, and international laws.

### Third-Party Links and External Websites

Third-Party links to external websites provided the Alpha & Omega website are not controlled or sponsored by Alpha & Omega. You acknowledge and agree that Alpha & Omega is not responsible for the contents or availability of such third-party links or external websites. Use of such third-party links and external websites and the contents thereof is solely at my own risk.

### Copyright and Trademark

The unauthorized use of Alpha & Omega’s name, logos, and materials are prohibited without the advance written consent of Alpha & Omega.

**Disclaimer of Warranties, and Limitation of Liability**

**ALPHA & OMEGA DISCLAIMS WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND INFRINGEMENT, WITH RESPECT TO OR IN CONNECTION WITH THE ALPHA & OMEGA WEBSITE, THE SPRUCE APP, AND ANY EXTERNAL WEBSITE. ALPHA & OMEGA ASSUMES NO RESPONSIBILITY FOR CONSEQUENCES RESULTING FROM THE USE OF THE INFORMATION CONTAINED ON THE ALPHA & OMEGA WEBSITE, THE SPRUCE APP, OR OBTAINED ON ANY EXTERNAL WEBSITE. ALPHA & OMEGA SPECIFICALLY DISCLAIMS ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH (1) ACCESS TO, USE OF, CONNECTION WITH, INTERRUPTION FROM, LOSS OF AVAILABILITY TO, OR RELIANCE UPON THE ALPHA & OMEGA WEBSITE, THE SPRUCE APP, OR ANY EXTERNAL WEBSITE; OR 2) ANY INFORMATION OR MATERIALS CONTAINED THEREIN OR PROVIDED THEREON.**

**Indemnification**

I release all claims against, and also agree to indemnify, Alpha & Omega and its owners, directors, officers, employees, agents, representatives, heirs, successors, and assigns from and for all claims, rights, demands, suits, actions, causes of action, judgments, losses, damages, liabilities and expenses, including reasonable attorneys' fees, known or unknown, asserted or alleged, in connection with, arising out of, or related to (i) a violation of this Agreement by me, and (ii) my use of the Alpha & Omega website, the Carrier Lines, the Spruce App, and/or any external website including, but not limited to, my connection to, and any delay, failure, interruption, interception, or loss of, the Alpha & Omega website, the Carrier Lines, or the Spruce App.

**Miscellaneous**

This Agreement will be governed by the laws of the State of Ohio. This Agreement may be amended only in writing and signed by Alpha & Omega and the patient or the authorized representative of the patient. No waiver will be effective unless given in writing. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, (i) such provision shall be fully severable, (ii) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and (iii) the remaining provisions of this Agreement shall remain in full force and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. In lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid, or enforceable.

**Agreement Read, Understood, and Agreed**

As the patient of Alpha & Omega, or the authorized representative of the patient of Alpha & Omega, my signature below is my acknowledgement and agreement that I have read, understand, and agree to the terms and conditions of this Agreement.

**Patient:**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Authorized Representative of Patient:**

Print Name and Relationship to Patient: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_